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POWER OF ATTORNEY TO PROSECUTE APPLICATIONS BEFORE THE USPTO

I hereby appoint:

 Practitioners associated with the Customer Number:

25885

OR

 Practitioner(s) named below (if more than ten patent practitioners are to be named, then a customer number must be used):

Name	Registration Number

as attorney(s) or agent(s) to represent the undersigned before the United States Patent and Trademark Office (USPTO) in connection with any and all patent applications assigned only to the undersigned according to the USPTO assignment records or assignment documents attached to this form in accordance with 37 CFR 3.73(b).

Assignee Name and Address:

Eli Lilly and Company
 Patent Division
 PO Box 6288
 Indianapolis, Indiana 46206-6288

A copy of this form, together with a statement under 37 CFR 3.73(b) (Form PTO/SB/96 or equivalent) is required to be filed in each application in which this form is used. The statement under 37 CFR 3.73(b) may be completed by one of the practitioners appointed in this form if the appointed practitioner is authorized to act on behalf of the assignee, and must identify the application in which this Power of Attorney is to be filed.

SIGNATURE of Assignee of Record

The individual whose signature and title is supplied below is authorized to act on behalf of the assignee

Name	Douglas K. Norman		
Signature	Douglas K. Norman	Date	10 August 2004
Title	Deputy General Counsel, General Patent Counsel	Telephone	317-433-1651

This collection of information is required by 37 CFR 1.31 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

CERTIFICATE UNDER 37 CFR 3.73(b)

Applicants: Douglas Wade Beight, et al.

Application No.: U.S. National Filing of PCT/US2003/026297 Filed: 16 September 2003

Entitled: NOVEL PYRAZOLOPYRIDINE DERIVATIVES AS PHARMACEUTICAL AGENTS

ELI LILLY AND COMPANY, a CORPORATION
(Name of Assignee) (Type of Assignee, e.g. corporation, partnership, university, government agency, etc.)

certifies that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of either:

A. [X] An assignment from the inventor(s) of the patent application identified above.

[] The assignment was recorded in the Patent and Trademark Office at Reel _____, Frame.
[X] The assignment is being submitted separately for recordation; a copy of this assignment is attached.

OR

B. [] A chain of title from the inventor(s), of the patent application identified above, to the current assignee as shown below:

1. From: _____ To: _____
The document was recorded in the Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: _____ To: _____
The document was recorded in the Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

[] Additional documents in the chain of title are listed on a supplemental sheet.

[] Copies of assignments or other documents in the chain of title are attached.

The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Date

15 Feb 2005

Tina M. Tucker
Patent Attorney

10/524577

**RECORDATION COVER SHEET DT0 Sec'd PCT/PTO 15 FEB 2005
PATENTS ONLY Attny Docket No. X-15495**

To the Honorable Commissioner for Patents and Trademarks: Please record the attached original documents or copy thereof:

1. Name of conveying party(ies): See attached		2. Name & address of receiving party(ies): Name: Eli Lilly and Company Internal Address: Patent Division Street Address: Lilly Corporate Center City: Indianapolis State: IN Zip: 46285
Additional name(s) of conveying party(ies) attached? (X) Yes () No		Additional name(s) & address(es) attached? () Yes (X) No
3. Nature of conveyance: (X) Assignment () Merger () Security Agreement () Change of Name () Other _____ Execution Date: See attached		
4. Application number(s) or patent Number(s): This document is being filed together with a 35 USC 371 application for PCT/US2003/026297, with an international filing date of 16 September 2003		
A. Patent Application No.(s):	B. Patent No.(s):	
Additional Numbers attached () Yes (X) No		
5. Name and address of party to whom correspondence concerning documents should be mailed: Kimberly S. Rhoades Eli Lilly and Company Patent Division P.O. Box 6288 Indianapolis, IN 46206-6288		6. Total number of applications and patents involved: (1) 7. Total fee (37 CFR §3.41) \$ <u>120.00</u> (\$40.00 per assignment) () Enclosed (X) Authorized to be charged to deposit account (along with any additional fees or the credit of any overpayment)
8. Deposit account number: 05-0840		

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Tina M. Tucker
Tina M. Tucker
Reg. No. 47,145

15 Feb 2005
Date

Total number of pages including cover sheet, attachments and documents (13)

"Express Mail" mailing label number EV 392094415 US

Date of Deposit Feb. 15, 2005

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. 1.10 on the date indicated above and is addressed to the Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

Queenie Thomas
Printed Name

Queenie Thomas
Signature

Mail documents to be recorded with required cover sheet information to:
Commissioner for Patents & Trademarks, Mail Stop Assignments,
P.O. Box 1450, Alexandria, VA 22313-1450

10/524577

DT Rec'd PCT/PTO 15 FEB 2005

X-15495

Page 2

Name of Conveying Parties:

**Douglas Wade Beight
Rosanne Bonjouklian
Junkai Liao
William Thomas McMillen
Brandon Lee Parkhurst
Jason Scott Sawyer
Jonathan Michael Yingling
Jeremy Schulenburg York**

Execution Date:

**October 7, 2002
October 7, 2002
October 11, 2002
October 15, 2002
November 4, 2002
October 7, 2002
October 7, 2002
October 7, 2002**

A S S I G N M E N T

WHEREAS I, JUNKAI LIAO, of the City of Tewksbury, State of Massachusetts, have together with DOUGLAS WADE BEIGHT, of the City of Frankfort, County of Clinton, State of Indiana, ROSANNE BONJOUKLIAN, of the City of Zionsville, County of Boone, State of Indiana, WILLIAM THOMAS MCMILLEN, of the City of Indianapolis, County of Marion, State of Indiana, JASON SCOTT SAWYER, of the City of Indianapolis, County of Marion, State of Indiana, BRANDON LEE PARKHURST, of the City of Twin Rivers, County of Ocean, State of New Jersey, JONATHAN MICHAEL YINGLING, of the City of Fishers, County of Hamilton, State of Indiana, and JEREMY SCHULENBURG YORK, of the City of Indianapolis, County of Marion, State of Indiana, made an invention which is the subject of a PROVISIONAL PATENT APPLICATION, titled, **NOVEL PYRAZOLOPYRIDINE DERIVATIVES AS PHARMACEUTICAL AGENTS**; filed September 17, 2002, as application Serial No. 60/411,560 (hereinafter the "Application"); and

WHEREAS ELI LILLY AND COMPANY, an Indiana corporation having its principal place of business at Lilly Corporate Center, Indianapolis, Indiana 46285, wishes to acquire my entire right, title, and interest in the Application and in all inventions disclosed in the Application;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, I hereby sell, assign, transfer and set over unto Eli Lilly and Company, its successors and assigns (collectively, "Lilly") my entire right, title, and interest in, the Application and in all inventions disclosed therein; all rights of priority thereto pursuant to the International Convention for the Protection of Industrial Property; any and all present or future patent applications to such inventions that may be filed in the United States or any foreign country, inclusive of, but not limited to, continuations, continuations-in-part, divisions, substitutions, reexaminations, reissues, international applications under the Patent Cooperation Treaty ("PCT"), United States provisional patent applications, certificates of addition, utility models, petty patents, as well as all other intellectual property related to the Application, inclusive of, but not limited to, supplementary protection certificates, copyrights, trademarks, and data package exclusivity rights; and any and all Letters Patent of the United States and of all foreign countries and all related patent term extensions which may be granted for Letters Patent with respect to the Application; all of the above to be held and enjoyed by Lilly for its own use and enjoyment to the full end of the term or terms for which such Letters Patent and related intellectual property rights may be granted, as fully and entirely as the same would have been held and enjoyed by me had this Assignment and sale to Lilly not been made.

For myself and for my heirs, successors and legal representatives, I covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

For myself and for my heirs, successors and legal representatives, I further covenant and agree with Lilly that upon request I and they will, without further consideration than that

now paid, but at the expense of Lilly: (i) execute original, provisional, substitute, continuation, divisional, continuation-in-part, reexamined, or reissued applications, amended specifications, or rightful declarations or oaths for such application; (ii) communicate to Lilly any facts known to me or them relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings, litigation discovery proceedings and depositions, oppositions, cancellation proceedings, priority contests, public use proceedings, administrative agency proceedings, litigation and other court actions and the like; (iv) execute and deliver any application papers, affidavits, declarations, assignments, or other instruments; and (v) do all other acts which, in the opinion of counsel for Lilly, may be necessary or desirable to secure the grant of Letters Patent and related intellectual property to Lilly or its nominees, in the United States and in all other countries where Lilly may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for Lilly and to vest and confirm in Lilly or its nominees the full and complete legal and equitable title to all such Letters Patent and related intellectual property.

IN WITNESS WHEREOF I have executed this assignment on the date indicated below.

10/11/2002

Junkai Liao

UNITED STATES OF AMERICA

STATE OF MASSACHUSETTS)
COUNTY OF Middlesex) SS:

October 11, 2002

DATE

Before me, a Notary Public for Middlesex County, State of Massachusetts,
personally appeared **JUNKAI LIAO** and acknowledged the execution of the foregoing
instrument this 11th day of OCTOBER, 2002.

Maryellen Hamilton
Notary Public

My Commission Expires:

MARY ELLEN HAMILTON
Notary Public
My Comm. Expires June 19, 2008

June 19, 2003

A S S I G N M E N T

WHEREAS I, BRANDON LEE PARKHURST, of the City of Twin Rivers, County of Ocean, State of New Jersey, have together with **DOUGLAS WADE BEIGHT**, of the City of Frankfort, County of Clinton, State of Indiana, **ROSANNE BONJOUKLIAN**, of the City of Zionsville, County of Boone, State of Indiana, **WILLIAM THOMAS MCMILLEN**, of the City of Indianapolis, County of Marion, State of Indiana, **JUNKAI LIAO**, of the City of Tewksbury, State of Massachusetts, **JASON SCOTT SAWYER**, of the City of Indianapolis, County of Marion, State of Indiana, **JONATHAN MICHAEL YINGLING**, of the City of Fishers, County of Hamilton, State of Indiana, and **GEREMY SCHULENBURG YORK**, of the City of Indianapolis, County of Marion, State of Indiana, made an invention which is the subject of a PROVISIONAL PATENT APPLICATION, titled, **NOVEL PYRAZOLOPYRIDINE DERIVATIVES AS PHARMACEUTICAL AGENTS**; filed September 17, 2002, as application Serial No. 60/411,560 (hereinafter the "Application"); and

WHEREAS ELI LILLY AND COMPANY, an Indiana corporation having its principal place of business at Lilly Corporate Center, Indianapolis, Indiana 46285, wishes to acquire my entire right, title, and interest in the Application and in all inventions disclosed in the Application;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, I hereby sell, assign, transfer and set over unto Eli Lilly and Company, its successors and assigns (collectively, "Lilly") my entire right, title, and interest in, the Application and in all inventions disclosed therein; all rights of priority thereto pursuant to the International Convention for the Protection of Industrial Property; any and all present or future patent applications to such inventions that may be filed in the United States or any foreign country, inclusive of, but not limited to, continuations, continuations-in-part, divisions, substitutions, reexaminations, reissues, international applications under the Patent Cooperation Treaty ("PCT"), United States provisional patent applications, certificates of addition, utility models, petty patents, as well as all other intellectual property related to the Application, inclusive of, but not limited to, supplementary protection certificates, copyrights, trademarks, and data package exclusivity rights; and any and all Letters Patent of the United States and of all foreign countries and all related patent term extensions which may be granted for Letters Patent with respect to the Application; all of the above to be held and enjoyed by Lilly for its own use and enjoyment to the full end of the term or terms for which such Letters Patent and related intellectual property rights may be granted, as fully and entirely as the same would have been held and enjoyed by me had this Assignment and sale to Lilly not been made.

For myself and for my heirs, successors and legal representatives, I covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

For myself and for my heirs, successors and legal representatives, I further covenant and agree with Lilly that upon request I and they will, without further consideration than that now paid, but at the expense of Lilly: (i) execute original, provisional, substitute,

-2-

continuation, divisional, continuation-in-part, reexamined, or reissued applications, amended specifications, or rightful declarations or oaths for such application; (ii) communicate to Lilly any facts known to me or them relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings, litigation discovery proceedings and depositions, oppositions, cancellation proceedings, priority contests, public use proceedings, administrative agency proceedings, litigation and other court actions and the like; (iv) execute and deliver any application papers, affidavits, declarations, assignments, or other instruments; and (v) do all other acts which, in the opinion of counsel for Lilly, may be necessary or desirable to secure the grant of Letters Patent and related intellectual property to Lilly or its nominees, in the United States and in all other countries where Lilly may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for Lilly and to vest and confirm in Lilly or its nominees the full and complete legal and equitable title to all such Letters Patent and related intellectual property.

IN WITNESS WHEREOF I have executed this assignment on the date indicated below.

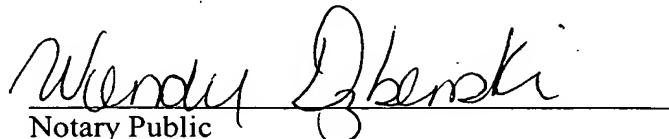
11/4/2002
DATE


BRANDON LEE PARKHURST

UNITED STATES OF AMERICA

STATE OF NEW JERSEY)
COUNTY OF Mercer) SS: 11/4/02
) DATE

Before me, a Notary Public for Mercer County, State of New Jersey, personally appeared BRANDON LEE PARKHURST and acknowledged the execution of the foregoing instrument this 4th day of November, 2002.


Wendy Dibenski
Notary Public

My Com
WENDY DIBENSKI
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 4/11/2006

A S S I G N M E N T

WHEREAS we, **DOUGLAS WADE BEIGHT**, of the City of Frankfort, County of Clinton, State of Indiana; **ROSANNE BONJOUKLIAN**, of the City of Zionsville, County of Boone, State of Indiana, **WILLIAM THOMAS MCMILLEN**, of the City of Indianapolis, County of Marion, State of Indiana, **JASON SCOTT SAWYER**, of the City of Indianapolis, County of Marion, State of Indiana, **JONATHAN MICHAEL YINGLING**, of the City of Fishers, County of Hamilton, State of Indiana, and **JEREMY SCHULENBURG YORK**, of the City of Indianapolis, County of Marion, State of Indiana, have together with **JUNKAI LIAO**, of the City of Tewksbury, State of Massachusetts, and **BRANDON LEE PARKHURST**, of the City of Twin Rivers, County of Ocean, State of New Jersey, made an invention which is the subject of a PROVISIONAL PATENT APPLICATION, titled, **NOVEL PYRAZOLOPYRIDINE DERIVATIVES AS PHARMACEUTICAL AGENTS**; filed September 17, 2002, as application Serial No. 60/411,560 (hereinafter the "Application"); and

WHEREAS ELI LILLY AND COMPANY, an Indiana corporation having its principal place of business at Lilly Corporate Center, Indianapolis, Indiana 46285, wishes to acquire our entire right, title, and interest in the Application and in all inventions disclosed in the Application;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, we hereby sell, assign, transfer and set over unto Eli Lilly and Company, its successors and assigns (collectively, "Lilly") our entire right, title, and interest in, the Application and in all inventions disclosed therein; all rights of priority thereto pursuant to the International Convention for the Protection of Industrial Property; any and all present or future patent applications to such inventions that may be filed in the United States or any foreign country, inclusive of, but not limited to, continuations, continuations-in-part, divisions, substitutions, reexaminations, reissues, international applications under the Patent Cooperation Treaty ("PCT"), United States provisional patent applications, certificates of addition, utility models, petty patents, as well as all other intellectual property related to the Application, inclusive of, but not limited to, supplementary protection certificates, copyrights, trademarks, and data package exclusivity rights; and any and all Letters Patent of the United States and of all foreign countries and all related patent term extensions which may be granted for Letters Patent with respect to the Application; all of the above to be held and enjoyed by Lilly for its own use and enjoyment to the full end of the term or terms for which such Letters Patent and related intellectual property rights may be granted, as fully and entirely as the same would have been held and enjoyed by us had this Assignment and sale to Lilly not been made.

For ourselves and for our heirs, successors and legal representatives, we covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

For ourselves and for our heirs, successors and legal representatives, we further covenant and agree with Lilly that upon request we and they will, without further consideration than that now paid, but at the expense of Lilly: (i) execute original, provisional,

substitute, continuation, divisional, continuation-in-part, reexamined, or reissued applications, amended specifications, or rightful declarations or oaths for such application; (ii) communicate to Lilly any facts known to us or them relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings, litigation discovery proceedings and depositions, oppositions, cancellation proceedings, priority contests, public use proceedings, administrative agency proceedings, litigation and other court actions and the like; (iv) execute and deliver any application papers, affidavits, declarations, assignments, or other instruments; and (v) do all other acts which, in the opinion of counsel for Lilly, may be necessary or desirable to secure the grant of Letters Patent and related intellectual property to Lilly or its nominees, in the United States and in all other countries where Lilly may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for Lilly and to vest and confirm in Lilly or its nominees the full and complete legal and equitable title to all such Letters Patent and related intellectual property.

IN WITNESS WHEREOF we have executed this assignment on the date indicated below.

October 7, 2002
DATE

Douglas Wade Beight
DOUGLAS WADE BEIGHT

UNITED STATES OF AMERICA
STATE OF INDIANA)
COUNTY OF MARION) SS:
)
)

October 7, 2002
DATE

Before me, a Notary Public for Marion County, State of Indiana, personally appeared **DOUGLAS WADE BEIGHT** and acknowledged the execution of the foregoing instrument this 7th day of October, 2002.

Michelle D. Hall
Notary Public

Michelle D. Hall
Notary Public
State of Indiana
County of Marion
Commission Expires: 10/23/06

IN WITNESS WHEREOF we have executed this assignment on the date indicated below.

10-07-02

DATE

Rosanne Bonjouklian
ROSANNE BONJOUKLIAN

UNITED STATES OF AMERICA

STATE OF INDIANA)
COUNTY OF MARION) SS:
)

October 1, 2002

DATE

Before me, a Notary Public for Marion County, State of Indiana, personally appeared **ROSANNE BONJOUKLIAN** and acknowledged the execution of the foregoing instrument this 7th day of October, 2002.

Michelle D. Hall
Notary Public

Michelle D. Hall
Notary Public
State of Indiana
County of Marion
Commission Expires: 10/23/08

IN WITNESS WHEREOF we have executed this assignment on the date indicated below.

10/15/2002

DATE

William Thomas McMullen

WILLIAM THOMAS MCMILLEN

UNITED STATES OF AMERICA

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

15 OCTOBER 2002

DATE

Before me, a Notary Public for Marion County, State of Indiana, personally appeared **WILLIAM THOMAS MCMILLEN** and acknowledged the execution of the foregoing instrument this 15th day of October, 2002.

Linda C. McDonald
Notary Public

Linda C. McDonald
Resident: Marion County
My Commission Expires:
March 16, 2007

IN WITNESS WHEREOF we have executed this assignment on the date indicated below.

Oct. 7, 2002
DATE


JASON SCOTT SAWYER

UNITED STATES OF AMERICA

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

October 7, 2002
DATE

Before me, a Notary Public for Marion County, State of Indiana, personally appeared **JASON SCOTT SAWYER** and acknowledged the execution of the foregoing instrument this 7th day of October, 2002.



Notary Public

Michelle D. Hall
Notary Public
State of Indiana
County of Marion
Commission Expires: 10/23/08

IN WITNESS WHEREOF we have executed this assignment on the date indicated below.

6-7-2002
DATE

Jonathan Michael Yingling
JONATHAN MICHAEL YINGLING

UNITED STATES OF AMERICA

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

October 7, 2002
DATE

Before me, a Notary Public for Marion County, State of Indiana, personally appeared **JONATHAN MICHAEL YINGLING** and acknowledged the execution of the foregoing instrument this 7th day of October, 2002.

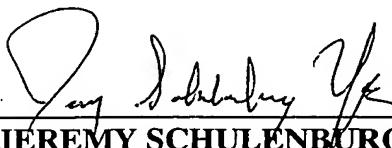
Michelle D. Hall
Notary Public

Michelle D. Hall
Notary Public
State of Indiana
County of Marion
Commission Expires: 10/23/08

IN WITNESS WHEREOF we have executed this assignment on the date indicated below.

10-7-02

DATE


JEREMY SCHULENBURG YORK

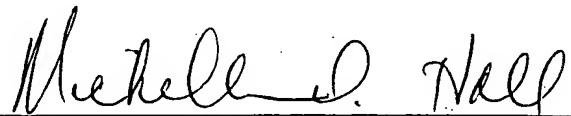
UNITED STATES OF AMERICA

STATE OF INDIANA)
)
COUNTY OF MARION) SS:
)

October 7, 2002

DATE

Before me, a Notary Public for Marion County, State of Indiana, personally appeared **JEREMY SCHULENBURG YORK** and acknowledged the execution of the foregoing instrument this 7th day of October, 2002.


Notary Public

Michelle D. Hall
Notary Public
State of Indiana
County of Marion
Commission Expires: 10/23/08

A S S I G N M E N T

WHEREAS I, BRANDON LEE PARKHURST, of the City of Twin Rivers, County of Ocean, State of New Jersey, have together with **DOUGLAS WADE BEIGHT**, of the City of Frankfort, County of Clinton, State of Indiana, **ROSANNE BONJOUKLIAN**, of the City of Zionsville, County of Boone, State of Indiana, **WILLIAM THOMAS MCMILLEN**, of the City of Indianapolis, County of Marion, State of Indiana, **JUNKAI LIAO**, of the City of Tewksbury, State of Massachusetts, **JASON SCOTT SAWYER**, of the City of Indianapolis, County of Marion, State of Indiana, **JONATHAN MICHAEL YINGLING**, of the City of Fishers, County of Hamilton, State of Indiana, and **JEREMY SCHULENBURG YORK**, of the City of Indianapolis, County of Marion, State of Indiana, made an invention which is the subject of a PROVISIONAL PATENT APPLICATION, titled, **NOVEL PYRAZOLOPYRIDINE DERIVATIVES AS PHARMACEUTICAL AGENTS**; filed September 17, 2002, as application Serial No. 60/411,560 (hereinafter the "Application"); and

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-2-

continuation, divisional, continuation-in-part, reexamined, or reissued applications, amended specifications, or rightful declarations or oaths for such application; (ii) communicate to Lilly any facts known to me or them relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings, litigation discovery proceedings and depositions, oppositions, cancellation proceedings, priority contests, public use proceedings, administrative agency proceedings, litigation and other court actions and the like; (iv) execute and deliver any application papers, affidavits, declarations, assignments, or other instruments; and (v) do all other acts which, in the opinion of counsel for Lilly, may be necessary or desirable to secure the grant of Letters Patent and related intellectual property to Lilly or its nominees, in the United States and in all other countries where Lilly may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for Lilly and to vest and confirm in Lilly or its nominees the full and complete legal and equitable title to all such Letters Patent and related intellectual property.

IN WITNESS WHEREOF I have executed this assignment on the date indicated below.

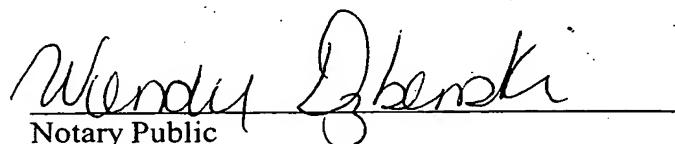
11/4/2002
DATE


BRANDON LEE PARKHURST

UNITED STATES OF AMERICA

STATE OF NEW JERSEY)	SS:	<u>11/4/02</u>
COUNTY OF <u>Mercer</u>)		DATE

Before me, a Notary Public for Mercer County, State of New Jersey, personally appeared **BRANDON LEE PARKHURST** and acknowledged the execution of the foregoing instrument this 4th day of November, 2002.


Wendy Dibenski
Notary Public

My Commission Expires 4/11/2006
WENDY M. DIBENSKI
NOTARY PUBLIC OF NEW JERSEY

A S S I G N M E N T

WHEREAS I, JUNKAI LIAO, of the City of Tewksbury, State of Massachusetts, have together with **DOUGLAS WADE BEIGHT**, of the City of Frankfort, County of Clinton, State of Indiana, **ROSANNE BONJOUKLIAN**, of the City of Zionsville, County of Boone, State of Indiana, **WILLIAM THOMAS MCMILLEN**, of the City of Indianapolis, County of Marion, State of Indiana, **JASON SCOTT SAWYER**, of the City of Indianapolis, County of Marion, State of Indiana, **BRANDON LEE PARKHURST**, of the City of Twin Rivers, County of Ocean, State of New Jersey, **JONATHAN MICHAEL YINGLING**, of the City of Fishers, County of Hamilton, State of Indiana, and **JEREMY SCHULENBURG YORK**, of the City of Indianapolis, County of Marion, State of Indiana, made an invention which is the subject of a PROVISIONAL PATENT APPLICATION, titled, **NOVEL PYRAZOLOPYRIDINE DERIVATIVES AS PHARMACEUTICAL AGENTS**; filed September 17, 2002, as application Serial No. 60/411,560 (hereinafter the "Application"); and

WHEREAS ELI LILLY AND COMPANY, an Indiana corporation having its principal place of business at Lilly Corporate Center, Indianapolis, Indiana 46285, wishes to acquire my entire right, title, and interest in the Application and in all inventions disclosed in the Application;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, I hereby sell, assign, transfer and set over unto Eli Lilly and Company, its successors and assigns (collectively, "Lilly") my entire right, title, and interest in, the Application and in all inventions disclosed therein; all rights of priority thereto pursuant to the International Convention for the Protection of Industrial Property; any and all present or future patent applications to such inventions that may be filed in the United States or any foreign country, inclusive of, but not limited to, continuations, continuations-in-part, divisions, substitutions, reexaminations, reissues, international applications under the Patent Cooperation Treaty ("PCT"), United States provisional patent applications, certificates of addition, utility models, petty patents, as well as all other intellectual property related to the Application, inclusive of, but not limited to, supplementary protection certificates, copyrights, trademarks, and data package exclusivity rights; and any and all Letters Patent of the United States and of all foreign countries and all related patent term extensions which may be granted for Letters Patent with respect to the Application; all of the above to be held and enjoyed by Lilly for its own use and enjoyment to the full end of the term or terms for which such Letters Patent and related intellectual property rights may be granted, as fully and entirely as the same would have been held and enjoyed by me had this Assignment and sale to Lilly not been made.

For myself and for my heirs, successors and legal representatives, I covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

For myself and for my heirs, successors and legal representatives, I further covenant and agree with Lilly that upon request I and they will, without further consideration than that

now paid, but at the expense of Lilly: (i) execute original, provisional, substitute, continuation, divisional, continuation-in-part, reexamined, or reissued applications, amended specifications, or rightful declarations or oaths for such application; (ii) communicate to Lilly any facts known to me or them relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings, litigation discovery proceedings and depositions, oppositions, cancellation proceedings, priority contests, public use proceedings, administrative agency proceedings, litigation and other court actions and the like; (iv) execute and deliver any application papers, affidavits, declarations, assignments, or other instruments; and (v) do all other acts which, in the opinion of counsel for Lilly, may be necessary or desirable to secure the grant of Letters Patent and related intellectual property to Lilly or its nominees, in the United States and in all other countries where Lilly may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for Lilly and to vest and confirm in Lilly or its nominees the full and complete legal and equitable title to all such Letters Patent and related intellectual property.

IN WITNESS WHEREOF I have executed this assignment on the date indicated below.

10/11/2002
DATE


JUNKAI LIAO

UNITED STATES OF AMERICA

STATE OF MASSACHUSETTS)
COUNTY OF Middlesex)
) SS:

October 11, 2002
DATE

Before me, a Notary Public for Middlesex County, State of Massachusetts, personally appeared JUNKAI LIAO and acknowledged the execution of the foregoing instrument this 11th day of October, 2002.



Notary Public

MARY ELLEN HAMILTON
Notary Public
My Comm. Expires June 19, 2006

My Commission Expires:

June 19, 2003

A S S I G N M E N T

WHEREAS we, **DOUGLAS WADE BEIGHT**, of the City of Frankfort, County of Clinton, State of Indiana, **ROSANNE BONJOUKLIAN**, of the City of Zionsville, County of Boone, State of Indiana, **WILLIAM THOMAS McMILLEN**, of the City of Indianapolis, County of Marion, State of Indiana, **JASON SCOTT SAWYER**, of the City of Indianapolis, County of Marion, State of Indiana, **JONATHAN MICHAEL YINGLING**, of the City of Fishers, County of Hamilton, State of Indiana, and **JEREMY SCHULENBURG YORK**, of the City of Indianapolis, County of Marion, State of Indiana, have together with **JUNKAI LIAO**, of the City of Tewksbury, State of Massachusetts, and **BRANDON LEE PARKHURST**, of the City of Twin Rivers, County of Ocean, State of New Jersey, made an invention which is the subject of a PROVISIONAL PATENT APPLICATION, titled, **NOVEL PYRAZOLOPYRIDINE DERIVATIVES AS PHARMACEUTICAL AGENTS**; filed September 17, 2002, as application Serial No. 60/411,560 (hereinafter the "Application"); and

WHEREAS ELI LILLY AND COMPANY, an Indiana corporation having its principal place of business at Lilly Corporate Center, Indianapolis, Indiana 46285, wishes to acquire our entire right, title, and interest in the Application and in all inventions disclosed in the Application;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, we hereby sell, assign, transfer and set over unto Eli Lilly and Company, its successors and assigns (collectively, "Lilly") our entire right, title, and interest in, the Application and in all inventions disclosed therein; all rights of priority thereto pursuant to the International Convention for the Protection of Industrial Property; any and all present or future patent applications to such inventions that may be filed in the United States or any foreign country, inclusive of, but not limited to, continuations, continuations-in-part, divisions, substitutions, reexaminations, reissues, international applications under the Patent Cooperation Treaty ("PCT"), United States provisional patent applications, certificates of addition, utility models, petty patents, as well as all other intellectual property related to the Application, inclusive of, but not limited to, supplementary protection certificates, copyrights, trademarks, and data package exclusivity rights; and any and all Letters Patent of the United States and of all foreign countries and all related patent term extensions which may be granted for Letters Patent with respect to the Application; all of the above to be held and enjoyed by Lilly for its own use and enjoyment to the full end of the term or terms for which such Letters Patent and related intellectual property rights may be granted, as fully and entirely as the same would have been held and enjoyed by us had this Assignment and sale to Lilly not been made.

For ourselves and for our heirs, successors and legal representatives, we covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

For ourselves and for our heirs, successors and legal representatives, we further covenant and agree with Lilly that upon request we and they will, without further consideration than that now paid, but at the expense of Lilly: (i) execute original, provisional,

substitute, continuation, divisional, continuation-in-part, reexamined, or reissued applications, amended specifications, or rightful declarations or oaths for such application; (ii) communicate to Lilly any facts known to us or them relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings, litigation discovery proceedings and depositions, oppositions, cancellation proceedings, priority contests, public use proceedings, administrative agency proceedings, litigation and other court actions and the like; (iv) execute and deliver any application papers, affidavits, declarations, assignments, or other instruments; and (v) do all other acts which, in the opinion of counsel for Lilly, may be necessary or desirable to secure the grant of Letters Patent and related intellectual property to Lilly or its nominees, in the United States and in all other countries where Lilly may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for Lilly and to vest and confirm in Lilly or its nominees the full and complete legal and equitable title to all such Letters Patent and related intellectual property.

IN WITNESS WHEREOF we have executed this assignment on the date indicated below.

October 7, 2002
DATE

Douglas Wade Beight
DOUGLAS WADE BEIGHT

UNITED STATES OF AMERICA

STATE OF INDIANA)
)
COUNTY OF MARION)
)

October 7, 2002
DATE

Before me, a Notary Public for Marion County, State of Indiana, personally appeared **DOUGLAS WADE BEIGHT** and acknowledged the execution of the foregoing instrument this 7th day of October, 2002.

Michelle D. Hall
Notary Public
State of Indiana
County of Marion
Commission Expires: 10/23/08

Michelle D. Hall
Notary Public

IN WITNESS WHEREOF we have executed this assignment on the date indicated below.

10-07-02
DATE

Rosanne Bonjouklian
ROSANNE BONJOUKLIAN

UNITED STATES OF AMERICA

STATE OF INDIANA)
COUNTY OF MARION) SS:
)

October 1, 2002
DATE

Before me, a Notary Public for Marion County, State of Indiana, personally appeared **ROSANNE BONJOUKLIAN** and acknowledged the execution of the foregoing instrument this 7th day of October, 2002.

Michelle D. Hall
Notary Public

Michelle D. Hall
Notary Public
State of Indiana
County of Marion
Commission Expires: 10/23/08

IN WITNESS WHEREOF we have executed this assignment on the date indicated below.

10/15/2002

DATE

William Thomas McMullen

WILLIAM THOMAS MCMILLEN

UNITED STATES OF AMERICA

STATE OF INDIANA

)
) SS:
)

COUNTY OF MARION

15 OCTOBER 2002

DATE

Before me, a Notary Public for Marion County, State of Indiana, personally appeared **WILLIAM THOMAS MCMILLEN** and acknowledged the execution of the foregoing instrument this 15th day of October, 2002.

Linda C. McDonald
Notary Public

Linda C. McDonald
Resident: Marion County
My Commission Expires:
March 16, 2007

IN WITNESS WHEREOF we have executed this assignment on the date indicated below.

DATE

Oct. 7, 2002


JASON SCOTT SAWYER

UNITED STATES OF AMERICA

STATE OF INDIANA)
)
COUNTY OF MARION) SS:

October 7, 2002

DATE

Before me, a Notary Public for Marion County, State of Indiana, personally appeared JASON SCOTT SAWYER and acknowledged the execution of the foregoing instrument this 7th day of October, 2002.



Notary Public

Michelle D. Hall
Notary Public
State of Indiana
County of Marion
Commission Expires: 10/23/08

IN WITNESS WHEREOF we have executed this assignment on the date indicated below.

6-7-2002
DATE

Jonathan Michael Yingling
JONATHAN MICHAEL YINGLING

UNITED STATES OF AMERICA

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

October 7, 2002
DATE

Before me, a Notary Public for Marion County, State of Indiana, personally appeared **JONATHAN MICHAEL YINGLING** and acknowledged the execution of the foregoing instrument this 7th day of October, 2002.

Michele D. Hall
Notary Public

**Michele D. Hall
Notary Public
State of Indiana
County of Marion
Commission Expires: 10/23/08**

IN WITNESS WHEREOF we have executed this assignment on the date indicated below.

10-7-02
DATE

Jay Schuleburg York
JEREMY SCHULENBURG YORK

UNITED STATES OF AMERICA

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

October 7, 2002

DATE

Before me, a Notary Public for Marion County, State of Indiana, personally appeared **JEREMY SCHULENBURG YORK** and acknowledged the execution of the foregoing instrument this 7th day of October, 2002.

Michelle D. Hall
Notary Public
State of Indiana
County of Marion
Commission Expires: 10/23/08